

## REQUEST FOR PROPOSALS (RFP)

RFP# 720C-04116-07R

Issue Date: January 29, 2007

Title: Laboratory Hematology Reagents and Instrumentation

Commodity Code: 19336

Issuing Agency: Commonwealth of Virginia  
Department of Mental Health, Mental  
Retardation and Substance Abuse Services (DMHMRSAS)  
P. O. Box 1797 (1220 Bank Street)  
Richmond, Virginia 23218-1797

Location Where Work Will Be Performed: Various Hospital Laboratories for the  
DMHMRSAS Throughout the State Listed, in This RFP

Initial Period Of Contract: From July 1, 2007 Through June 30, 2012  
(with the option to renew for seven (7) successive one-year periods.)

Sealed Proposals For Furnishing the Services Described Herein Will Be Received Until February 23, 2007,  
3:00 P.M.,EST And Then Opened In Public.

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this RFP on or before 5:00 p.m. Thursday, February 15, 2007. Please submit your comments and questions to David T. Ray: By email: <a href="mailto:dave.ray@co.dmhmrsas.virginia.gov">dave.ray@co.dmhmrsas.virginia.gov</a>
Copies of RFP and Answers to submitted Questions	No other questions will be responded to after the Thursday, February 15, 2007 deadline.  May be obtained at <a href="http://www.dmhmrsas.virginia.gov">www.dmhmrsas.virginia.gov</a> on left side of screen click on Admin & Business, then on main list click on Procurements and then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

### **Proposal Delivery Information:**

All Proposals shall be addressed: DMHMRSAS, Office of Administrative Services. If mailed, send to P.O. Box 1797, Richmond, VA 23218-1797; if hand delivered Jefferson Building, 1st Floor - Room 108, 1220 Bank Street, Richmond, Virginia, 23219. Envelopes should be marked with RFP number and opening date and time. It is the Offeror's responsibility to assure that proposals are received and logged in by Procurement Office staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. This page and the following signature page must accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

_____	Date: _____
_____	By: _____ <i>(Official Signature in Ink)</i>
_____	Printed Name: _____
Telephone: _____	Title: _____
FEI/FIN Number: _____	
E-mail: _____	FAX #: _____

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

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## **I. PURPOSE:**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified vendors to establish a term contract for laboratory reagents and instrumentation rental with one or more vendors for providing Hematology analyzers, and the necessary reagents and all supplies (including consumables and disposables) required for testing. This contract will be for use by the Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) hospital laboratories listed below. Additional State agencies or institutions may be added under the terms of this contract. Any agencies or institutions added may be deleted at anytime during the period of this contract. Modification of the contract to add or delete agencies and institutions shall be made only by the execution of a written supplement agreement between the Contracting Agency and the Contractor. This modification shall name the specific agency or institution to be added or deleted.

1. Western State Hospital (WSH)  
P.O. Box 2500  
Staunton, Virginia 24401-1450  
Laboratory Supervisor - Gail Burford  
(540) 332-8362
2. Eastern State Hospital (ESH)  
4601 Ironbound Road  
Williamsburg, Virginia 23188  
Laboratory Supervisor – Jesse Waddy  
(757) 253-5313
3. Southwestern Virginia Mental Health Institute (SWVMHI)  
340 Bagley Circle  
Marion, Virginia 24354  
Laboratory Supervisor - Rebecca Barker  
(540) 783-1227

**The following two DMHMRSAS labs will not participate in this contract at this time but DMHMRSAS reserves the right for them to participate at a later date under the terms of the original contract:**

4. Hiram W. Davis Medical Center (HWDMC)  
P.O. Box 4030  
Petersburg, Virginia 23803  
Laboratory Supervisor - Sharon Buren  
(804) 524-4600
5. Central Virginia Training Center (CVTC)  
P.O. Box 1098  
Lynchburg, Virginia 24505  
Laboratory Supervisor - Netra Vasudevan  
(434) 947-6145

## **II. BACKGROUND:**

The equipment currently placed in these laboratories is as follows. Note that some equipment is Contractor-owned while others are owned by the Commonwealth.

### Central Virginia Training Center (CVTC)

Abbott Cell-Dyn 3200CS – Owned by Abbott

### Eastern State Hospital (ESH)

Abbott Cell-Dyn 1700 – Owned by Abbott

### Hiram W. Davis Medical Center (HDMC)

Abbott Cell Dyn 3200CS - Owned by Abbott

### Southwestern Virginia Mental Health Institute (SWVMHI)

Abbott Cell-Dyn 1700 – Owned by Abbott

### Western State Hospital (WSH)

Abbott CD3000 – Owned by WSH

It is the desire of the Commonwealth to negotiate one contract (with multiple vendors, if necessary) to cover all of the reagent and instrumentation needs as defined in this Request for Proposals. Offerors may propose multiple and/or single instruments for each laboratory.

## **III. STATEMENT OF NEEDS:**

- A. INSTRUMENTS: The information listed below describes the instruments that may be required under this contract. The Commonwealth reserves the right to add or delete instruments or various tests during the term of this contract as required. The instruments provided under any contract resulting from the Request for Proposals shall be shipped F.O.B. laboratory destination, freight prepaid. The Contractor shall provide installation, set up (to include instrument calibration), and calibration verification (linearity studies) for these instruments. The instruments may be upgraded at any time if the workload increases or decreases or if more suitable instruments should become available from the Contractor. The Contractor shall provide technical and software updates, upgrades and instrument retrofits when they become available at no additional cost to the Commonwealth. Included in these no cost updates or upgrades will be those that provide additional enhancements or benefits. Title to the instruments shall at all times remain with the Contractor or its assignee unless otherwise agreed upon by the DMHMRSAS and the Contractor. The Contractor or its assignee shall be responsible for paying any property taxes or other fees associated with ownership that may be levied against the equipment and for carrying adequate fire and theft insurance on the equipment as long as the Contractor retains title. Repair and scheduled preventative maintenance is the responsibility of the Contractor. The Commonwealth will consider proposals that do not provide for the replacement of all instruments at each laboratory at this time or during the term of the contract.

The Commonwealth may consider accepting reagent credits for trade-ins on owned equipment that is replaced during the term of the contract. The credits would be based on the value of the equipment at the time of the trade-in. Reagent credits will be utilized by the generating laboratory or any laboratory covered under this contract within the fiscal year (July 1 to June 30) in which the trade-in was initiated. Any credit balance at the end of the fiscal year will be issued in the form of a check made payable to the Treasurer of Virginia. The Contractor shall evaluate and state site specific needs for instrument installation to include plumbing, electrical, ventilation, environmental needs, etc.

Hematology Analyzer: The following describes the mandatory and desirable features of this equipment:

1. The instrument shall have closed container sampling.  
☐ Instrument has this feature.  
☐ Instrument does not have this feature.
2. Instrument shall have a minimum of 5 part automated differential.  
☐ Instrument has this feature.  
☐ Instrument does not have this feature.
3. Instrument shall have microsample capability. State minimum sample: \_\_\_\_\_  
☐ Instrument has this feature.  
☐ Instrument does not have this feature.
4. The instrument offered shall accommodate each laboratory's volume and needs.  
☐ System meets this requirement.  
☐ System does not meet this requirement.
5. The instrument shall provide extended counting period for cytopenic platelet samples.  
☐ Instrument has this feature.  
☐ Instrument does not have this feature.
6. Instrument shall provide for visual and printed WBC, RBC, and Plt histograms ( or real time histograms) or equivalents.  
☐ System meets this requirement.  
☐ System does not meet this requirement.
7. The instrument shall have on-board diagnostics system, cumulative quality control data storage and patient recall.  
☐ Instrument has these features.  
☐ Instrument does not have these features.
8. State the data storage capacity of the instrument: \_\_\_\_\_
9. The instrument must have the capability of internal monitoring of problem samples with results being flagged to alert the operator of a problem.  
☐ System meets this requirement.  
☐ System does not meet this requirement.

10. The instrument should produce a chartable patient report.  
\_\_\_\_ Instrument has this feature.  
\_\_\_\_ Instrument does not have this feature.
11. The Contractor must provide a printer for printing quality control data and graphic output.  
\_\_\_\_ A printer will be provided for each location.  
\_\_\_\_ Printers will not be provided.
12. Instrument shall be equipped to perform automated calibration calculations.  
\_\_\_\_ System meets this requirement.  
\_\_\_\_ System does not meet this requirement.
13. Instrument shall have automated self-cleaning capability.  
\_\_\_\_ Instrument has this feature.  
\_\_\_\_ Instrument does not have this feature.
14. Instrument shall have automated checks on electronics.  
\_\_\_\_ Instrument has this feature.  
\_\_\_\_ Instrument does not have this feature.
15. Instrument shall have X Bar B analysis or equivalent.  
\_\_\_\_ Instrument has this feature.  
\_\_\_\_ Instrument does not have this feature.
16. Instrument shall have reagent level-sensor and alarm for monitoring reagent inventory.  
\_\_\_\_ Instrument has this feature.  
\_\_\_\_ Instrument does not have this feature.
17. Instrument shall have on-board quality control program.  
\_\_\_\_ Instrument has this feature.  
\_\_\_\_ Instrument does not have this feature.
18. It is desirable that the instrument has walk away capability, closed container sampling and an auto loader.  
\_\_\_\_ Instrument has these features.  
\_\_\_\_ Instrument does not have these features.
19. It is desirable that the instrument provide positive patient I.D. by bar coding or other means.  
\_\_\_\_ Instrument has this feature.  
\_\_\_\_ Instrument does not have this feature.

B. SUPPLIES: The Contractor shall submit with their proposal a list of all supplies, disposables, consumables and parts that are required to perform the necessary tests performed by each lab.

1. Regents, parts, calibrators, supplies, etc. shall be supplied free of freight charges by the contractor.

Reagent Stability – State typical expiration dating of reagents and state minimum expiration Dating guarantee/policy:

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2. The terms of ordering and delivery of all requested contract items (reagents, consumables and disposables) shall be laboratory specific (Example: some monthly, some quarterly, some semi-annually, some bi-monthly). The free ship date shall be provided for each of the facility labs. The Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

Comment: 

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3. It is desirable that all controls and calibrators, which are considered to be consumables, be included under this contract and furnished by the Contractor at no additional cost.  
☐ These will be supplied as requested.  
☐ These will be supplied as requested at an additional cost. (List Cost).  
☐ These will not be supplied.

4. It is desirable that all parts be supplied under this contract at no additional cost. The Offerors must state any parts that are not included and their cost or be itemized and priced on the pricing schedule. Offerors need to submit an estimated usage of consumable parts and supplies with prices for each facility proposal.

Comment and response: 

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C. MAINTENANCE: The following describes the maintenance requirements for equipment under this contract.

1. The Contractor shall provide the period of the equipment warranty and the cost of subsequent service contracts including all instrument parts, collateral supplies, labor and travel associated with the repair and preventative maintenance of the instruments. The Contractor shall schedule and perform at least an annual preventative maintenance inspection.

Comment and response:

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2. The Contractor shall provide on-site coverage between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Should any laboratory desire after hours, Saturday, Sunday, or Holiday service, the Contractor will attempt to provide such service, and the laboratory may be invoiced for any such labor not to exceed time and a half for after hours, Saturday and Sunday and double time for holidays. Any required parts will be supplied at no charge.

\_\_\_\_\_ This requested service would be provided. Indicate any costs for weekend or holiday service:

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\_\_\_\_\_ This service will not be met. Comments: \_\_\_\_\_

3. The Contractor shall promptly respond to request for service calls in order to prevent downtime of no more than 24 hours (excluding weekends) from the time of the first call. The Contractor shall pay all costs associated with having tests performed by an outside laboratory if instrumentation is to be out of service for greater than two working days.

\_\_\_\_\_ This requirement will be met.

\_\_\_\_\_ This requirement will not be met. Comments: \_\_\_\_\_

4. The Contractor shall provide a 24-hour toll free number hot line for technical service with a 2-hour phone response to trouble reported.

Indicate hot line number, if available: \_\_\_\_\_

5. The Contractor shall supply provide with each piece of equipment and operations and maintenance manual and parts list.

\_\_\_\_\_ This requirement will be met.

\_\_\_\_\_ This requirement will not be met.

D. TRAINING: The Contractor shall provide training for at least two key operator from each laboratory at no expense to the Commonwealth during a time frame to be determined by each laboratory.

1. It is desirable that the Contractor provides off-site training. The Contractor shall state whether training can be accomplished by traveling to the Contractor's training headquarters or will the training be provided at the laboratory:

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- a. If training is to be done at the Contractor's facility, all expenses including transportation shall be borne by the Contractor.
  - b. The Contractor shall provide additional training as necessary due to changes in technology or with the addition of new instruments at any of the laboratories.

E. DELIVERY OF EQUIPMENT AND INSTALLATION OF THE INSTRUMENT: The instrument(s) shall be shipped free-of-charge, F.O.B. laboratories within sixty (60) days by the Contractor at the Contractor's expense. The Contractor, or its designee, shall provide installation as called for by the Operator's Manual for the particular instrument within fifteen (15) days after the delivery date. The Contractor is responsible for installing the instrument to the building. The Contractor must comply with all local building codes and pay for all costs associated with installation. The Contractor shall ensure instrument installation in accordance to accrediting agency's (CLIA, JCAHO, CAP, etc.) requirements.

\_\_\_\_ These requirements will be met.

\_\_\_\_ These requirements will not be met.

F. DEMONSTRATION EQUIPMENT: The Commonwealth reserves the right to require that any Offerors with whom negotiations are being conducted, place any piece of equipment with which the Commonwealth is not familiar in one of the hospital laboratories for evaluation for not less than 7 days but not more than 30 days at no cost to the Commonwealth to include the reagents.

\_\_\_\_ Demonstration equipment is available and will comply with the above-stated requirements.

\_\_\_\_ Demonstration equipment is not available.

#### **IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

##### **A. GENERAL INSTRUCTIONS:**

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and (6) copies of each proposal must be submitted to the issuing agency. The Offeror shall make no other distribution of the proposal.

## 2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information, which the Offeror desires to present, that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time

the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

**B. SPECIFIC PROPOSAL INSTRUCTIONS:**

Proposals should be as thorough and detailed as possible so that DMHMRSAS may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement for each instrument including:
  - a. Ease of Operation:
    - (1) Ease of Instruction and use by technologists of varied educational backgrounds.
    - (2) Open system, user-friendly software; quick start up. (List specific start up requirements)
    - (3) Walk-away capability.
    - (4) Reagents preparation. (State reconstitution time)
    - (5) Reagent stability.
    - (6) Reagent storage needs.
    - (7) Curve stabilities.
    - (8) Calibrator stability.
    - (9) Calibrator storage needs.
    - (10) Number of calibrators and controls needed to perform each test.
    - (11) Explanation of where the instruments match the mandatory and desirable requirements and where they deviate from the requirements.
    - (12) Reagent and sample volume requirements.

b. Availability of Required Tests:

- (1) List of tests that can be performed on each instrument.
- (2) High Degree of Automation.
  - (a) Test throughput (number of tests run per hour).
  - (b) Number of specimens that can be tested at one time.

c. Service and Support:

- (1) Reliability and accuracy with history of limited downtime.
- (2) Availability of 24 hour 800 hot line.
- (3) Proximity of service provider with ability to provide required 24-hour response time.
- (4) Elements of comprehensive service coverage.
- (5) Amount, type, time and ease of operator preventative maintenance required.
- (6) Availability of on-board troubleshooting and/or diagnostics.
- (7) Location of service facility.

d. Training:

- (1) Comprehensive training for at least one key operator at each laboratory at no cost to the Commonwealth.
- (2) Provide pricing for training additional laboratory personnel other than key operators.

e. Test Results:

- (1) Results are accurate and reproducible.
- (2) Documentation of reproducibility, precision and linearity for each test to be performed by the contractor at time of installation.

f. Design:

- (1) Programmable sampling mode, i.e., stat, random access, profiling.
- (2) True random access.

g. References: See Attachment A

h. Cost:

- (1) Price per patient per test for each lab:

Western State Hospital: CBC Volume approximately 4,000/year

Eastern State Hospital: CBC Volume approximately 4,500/year

Southwestern Mental Health Institute: CBC Volume approximately 3,400/year

Central Virginia Training Center: CBC Volume approximately 3,500 /year

Hiram W. Davis Medical Center: CBC Volume approximately 5,000 /year

- (2) Submit labor rates for after hours, Saturday, Sunday and Holiday service as described in Section III, paragraph C, number 2.
  - (3) If prices are proposed for consumable items, prices should be included in the cost per patient per test price.
  - (4) Include price list, which includes all other costs (replacement parts, cleaners, etc.) which must be borne by the user.
6. Small Business Subcontracting Plan – Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000. Also summarize any good faith efforts planned to provide subcontracting opportunities to DMBE-certified small business firms. See Attachment B

## V. EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA: Proposals shall be evaluated by DMHMRSAS using the following criteria:

	<b><u>POINT VALUE</u></b>
1. Offeror's plan for providing the instruments to meet the mandatory and desirable qualities of each instrument; reagents; and all necessary supplies to produce accurate and reproducible test results.	15%
2. Service, Support and Training.	25%
3. Design and compatibility of instruments with each laboratory.	15%
4. Annual Cost per Facility.	25%
5. Small Business Subcontracting Plan.	20%
<b>TOTAL</b>	<b><u>100</u></b>

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror, which, in its opinion,

has made the best proposal, and shall award the contract to that Offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

## **VI. REPORTING AND DELIVERY REQUIREMENTS:**

Annual Volume Report: The Contractor shall provide, annually or upon request, a report of the purchases of reagents and other materials, by laboratory. Also, the Contractor shall furnish the agency with an annual report broken out by the total dollar volume of purchases and the total number of items ordered under this contract at each hospital laboratory.

## **VII. GENERAL TERMS AND CONDITIONS:**

- A. **VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition a copy can be obtained from the Division of Purchases and Supply web site: [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps). The appeals and disputes procedures set forth in the DMHMRSAS *Standard Administrative Practices and Procedures Manual*, Chapter 5 – Contractual Services, are applicable to this contract. A copy of this chapter is available for review in the offices of the Purchasing Agency.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject

to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.



H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- S. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

T. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days.

U. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

V. NONDISCRIMINATION OF CONTRACTORS: An Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

W. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors must register in eVA; failure to register will result in the proposal being rejected.

1. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration

Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

2. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
3. The Vendor Transaction Fee is:
  - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

- X. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

#### **VIII. SPECIAL TERMS AND CONDITIONS:**

- A. ADVERTISING In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to DMHMRSAS will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. ADDITIONAL USERS: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
- D. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, either party, without penalty, may terminate the resulting contract after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- E. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_  
Name of Offeror Due Date Time

\_\_\_\_\_  
Street or Box Number RFP No.

\_\_\_\_\_  
City, State, Zip Code RFP Title

Name of Contract/Purchase Officer or Buyer \_\_\_\_\_

The envelope should be addressed as directed on Page 1 of the solicitation.

Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- F. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- G. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.
- I. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for 7 successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. (Table 4).

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “Services” category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. (Table 4).

- J. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- K. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- L. eVA Business-To-Government Contracts and Orders: The solicitation/contract will result in many purchase order(s) with the eVA transaction fee specified below assessed for each order.

For all orders issued, the Vendor Transaction Fee is:

- (a) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
- (b) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

- M. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- N. DELIVERY NOTIFICATION: Each Laboratory Supervisor listed on page 3 shall be notified 48 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received.



- O. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- P. **WORK SITE DAMAGES:** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- Q. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at prices quoted the actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- R. **CONFIDENTIALITY:** The Contractor assures that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this agreement, and will not be divulged without the Purchasing Agency's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Purchasing Agency as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials, data and information in the possession of the Contractor, provided to or obtained by the Contractor during the performance of this agreement and to satisfy the requirements of this agreement, shall be provided to the Purchasing Agency in hardcopy and/or electronic form. Except where law allows, the Contractor shall not retain hard copies of the material, data and information and all electronic stored material, data and information shall be expunged from equipment and systems retained by the Contractor.
- S. **EVA BUSINESS-TO-GOVERNMENT CONTRACTS:** The eVA Internet Electronic Procurement Solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

**NOTE: Failure to comply with the above requirement will be just cause for the Commonwealth to reject your offer or terminate this contract for default.**

- IX. METHOD OF PAYMENT:** The Contractor shall be paid on the basis of invoices submitted directly to the using State hospital laboratories covered under this contract. The Commonwealth of Virginia is on a 30-payment cycle and has a Prompt Payment Act.

**X. ATTACHMENTS:**

Attachment A              Data Sheet

Attachment B              Small Business Subcontracting Plan

## ATTACHMENT A

### DATA SHEET

To Be Completed by Offeror

1. **QUALIFICATIONS OF OFFEROR:** The Offeror must have the capability capacity in all respects to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service:  
\_\_\_\_years \_\_\_\_ m onths.
3. **REFERENCES:** Indicate below a listing of at least four (4) current accounts, either commercial or governmental, that are now using the types of instruments offered in this proposal. Include the length of service, instruments furnished and the name and address of the person the purchasing agency has your permission to contact.

CLIENT	ADDRESS	INSTRUMENT	LENGTH OF SERVICE	PERSON TO CONTACT AND PHONE NUMBER
1.				
2.				
3.				
4.				

- RFP # 720C-04116-07R  
Lab Hematology Reagents & Instrumentation  
January 29, 2007

## Small Business Subcontracting Plan

To Be Completed by Offeror

### Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) (Customer Service).

Offeror Name: \_\_\_\_\_

Preparer Name: \_\_\_\_\_ Date: \_\_\_\_\_

### Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women

certification.

- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.
- C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.

#### Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification number:\_\_\_\_\_ Certification date:\_\_\_\_\_

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

[illegible]

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Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

C. Good Faith Effort Indicators by the Offeror

1. Identify areas of work your business has subcontracted to DMBE-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by your business in the past to locate DMBE-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DMBE-certified small businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.

5. List areas of work, which your business has subcontracted with DMBE-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
7. Provide documentation of follow-up on initial contacts with DMBE-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.